Harrison v. *Brophy,* 59 Kan. 1, 51 Pac. 883, 40 L. R. A. 721; *Hoeffer* v. *Clogan,* 171 Ill. 462, 40 L. R. A. 730, 63 Am. St. Rep. 241, yet our courts are in conflict on the question presented by the principal case. One line of authorities holds with the Wisconsin court that a gift for masses for the repose of the souls of certain specified persons is a public charity because the ceremony is public and all mankind receive a benefit. *Ex Parte Schouler,* 134 Mass. 426; *Hoeffer* v. *Clogan,* supra; *Webster* v .*Sughrow,* 68 N. H. 380, 45 Atl. 139, 48 L. R. A. 100; *Coleman* v. *O'Leary's Exr.,* 114 Ky. 388, 70 S. W. 1068. Other courts hold that such a bequest is not a public charity and is invalid for want of definite beneficiaries. *Holland* v. *Alcock,* 108 N. Y. 312, 16 N. E. 305, 2 Am. St. Rep. 420; *Festorazzi* v. *St. Joseph's,* 104 Ala. 327, 18 South. 394, 53 Am. St. Rep. 48, 25 L. R. A. 360. Iowa has decided that a bequest for the saying of masses for the repose of the soul of the donor is not a public charity but a private trust and valid as such, *Moran* v. *Moran,* 104 Ia. 216, 73 N. W. 617, 39 L. R. A. 204, 65 Am. St. Rep. 443. If the bequest is made direct to the priest some of the authorities say that it is neither a public charity nor a private trust but a simple gift. *Harrison* v. *Brophy,* supra; *Sherman* v. *Baker,* 20 R. I. 446, 40 Atl. 11, 40 L. R. A. 717. The dissenting opinion in the principal case, holding the bequest invalid is based upon the ground of the inability of the state to enforce the trust, owing to the constitutional provision of that state forbidding the control or interference with any religious establishment or mode of worship.

CONSTITUTIONAL LAW—RELIGIOUS LIBERTY—RELIGIOUS EXERCISES IN SCHOOLS—BIBLE.—Relators, residents of and taxpayers in the school district, filed a petition for a writ of mandamus to require the school authorities to cause to be discontinued as exercises in the public schools the reading of the Bible, the singing of hymns, and the repeating of the Lord's Prayer. *Held,* (HAND and CARTWRIGHT dissenting), such exercises are violative of Const. Art. 2, § 3, guaranteeing the free exercise and enjoyment of religious profession and worship without discrimination; and are violative of Const. Art. 8, § 3, prohibiting the appropriation of any public fund in aid of any sectarian purpose. *People ex rel. Ring et al.* v. *Board of Education of Dist. 24* (1910), — Ill. —, 92 N. E. 251.

The principle announced in this case is perhaps more sweeping than in any case yet reported. It holds squarely that the Bible is a sectarian book, that singing of hymns and repeating the Lord's Prayer are religious worship, and that the only way to prevent sectarian instruction in the public schools is altogether to exclude religious instruction by means of reading the Bible or otherwise. Wisconsin and Nebraska hold with the principal case, except that each excludes only portions of the Bible as sectarian. *State* v *School District,* 76 Wis. 177; *State* v. *Scheve,* 65 Neb. 853. And in line with these is *O'Connor* v. *Hendrick,* 184 N. Y. 421. There are many cases opposed to the principal case, though varying greatly according to the facts of the cases and the particular wording of the respective state constitutions. In Ohio whether or not the Bible is excluded depends upon the ruling of the local school board. *Board of Education of Cincinnati* v. *Minor,* 23 Ohio St. 211.

Using the school building on Sunday does not violate the constitution. *Nichols* v. *School Directors,* 93 Ill. 61. Nor requiring students to attend chapel exercises. *North* v. *Trustees of University of Ill.,* 137 Ill. 296. The Bible is not a sectarian book and may be used if read without comment. *Hackett* v. *Brooksville,* 120 Ky. 608. Repeating the Lord's Prayer and Twenty-third Psalm is not religious worship, nor is it teaching sectarian or religious doctrine. *Billard* v. *Board of Education,* 69 Kan. 53. Opposed to *O'Connor* v. *Hendrick,* supra, on practically the same point, *Hysong* v. *School District,* 164 Pa. 629, allows persons to wear a certain garb of a religious order when teaching. Reading the Bible is allowed positively in Maine. *Donahue* v. *Richards,* 38 Me. 379. And is allowed positively in Massachusetts and Iowa unless the parents object. *Spiller* v. *Woburn,* 94 Mass. 127; *Moore* v. *Monroe,* 64 Iowa 367. And reading certain portions without comment, when children who object are not *required* to join in the exercise, is allowed in Texas and Michigan. *Church* v. *Bullock,* (Tex.) 109 S. W. 115; *Pfeiffer* v. *Board of Education of Detroit,* 118 Mich. 560. The central question is, Is the Bible a sectarian book? These cases show conflict of opinion with Maine, Massachusetts, Michigan, Iowa, Kansas, Kentucky, and Texas holding it non-sectarian, nevertheless weakening their stand by such provisos as, "without comment" and "unless parents object"; while on the other side are Nebraska and Wisconsin, weakening their stand by declaring only portions of the Bible sectarian. Illinois has taken an unconditional position.

CONTRACTS—IN RESTRAINT OF TRADE—WHEN VALID.—Plaintiff, a lumber company, had entered into a contract with defendant's assignor, which was operating a private railroad, whereby the latter agreed to transport freight for plaintiff at a certain rate and also agreed to charge a higher rate for all freight carried by it for plaintiff's competitors. When sued for breach of this contract defendant set up that the contract was illegal as in restraint of trade. *Held,* that since defendant was a private carrier it might discriminate in rates, and that since the contract was founded upon a valuable consideration, and was reasonable and not injurious to the public, it was valid. *Edgar Lumber Company* v. *Corine Stave Co.* (1910), — Ark. —, 130 S. W. 452.

It was the rule of the ancient common law that all contracts in restraint of trade were void. This rule has been gradually modified and qualified until at present, contracts in restraint of trade are valid where the restrictions as to the time and place are reasonable. *Harrison* v. *Glucose Sugar Refining Co.* (C. C. A.) 116 Fed. 304; *Diamond Match Co.* v. *Roeber,* 106 N. Y. 473; *Hodge* v. *Sloan,* 107 N. Y. 244; *Leslie* v. *Lorillard,* 110 N. Y. 519. A contract not to carry on a publishing business within the state of Michigan was upheld as not being an unlawful restraint of trade. *Beal* v. *Chase,* 31 Mich. 490. But while the law to a certain extent tolerates contracts in restraint of trade or business when made between vendor and purchaser, and will uphold them, they are not treated with special indulgence. They are upheld only for the purpose of securing to the purchaser of the good will of a